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5 E-mail: drp2p@yahoo.com

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IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

W.R. GRACE & CO., et al.,
Debtor.

) Case No.: 01-01139
) Claim Number 2281

**RESPONSE TO DEBTORS' FIFTH
OMNIBUS OBJECTION**

Peter P. Pearson, creditor, against the above
entitled debtors hereby submits a formal response to
the "Debtors' fifth omnibus objection to claims
(substantive)".

Jurisdiction

1. This court has jurisdiction over this matter
under 28 U.S.C. § 1334.

Back Ground

2. On October 31, 2002 Peter P. Pearson,
"Creditor", correctly and timely filed a claim against
Grace Specialty Chemicals, Inc. This claim was filed
within, and in accordance with, the court's April 25,

1 2002 order setting a claims bar date of March 31, 2003.
2 (Exhibit 1: Copy of Claim)

3 **PRODUCT HISTORY**

4 3. W.R. Grace pioneered the development and use of
5 self-stick membrane systems in the 1960's under the
6 trade name of "Bituthene", and since then over 200
7 million square meters of Bituthene have been specified
8 and installed on various construction projects around
9 the world. (Exhibit 2: "Information sheet on Bituthene
10 History").
11

12
13 4. As noted in the "Professional Roofing Magazine"
14 January 2003 issue an article focuses on the G.R.M.
15 history. "The Grace Roof Membrane (GRM) for newcomers
16 in our midst, was a take-off on a Bituthene
17 waterproofing membrane 'specially formulated' to
18 provide a roof membrane. The Bituthene waterproofing
19 system was a proven performer that generally performed
20 its intended function reasonably well. GRM didn't fare
21 as well and eventually was phased out (nobody ever
22 withdraws a roofing product from the market)" (Exhibit
23 3: Copy of Article).
24
25

1 5. The G.R.M. product line, which was manufactured
2 by the Grace Specialty Chemical division, as a self-
3 stick, single-ply roofing and water proofing material,
4 of the Bituthene family. This roofing and water
5 proofing product was labeled under the names "G.R.M.
6 120", "G.R.M. 230", "G.R.M. 500", Bituthene
7 waterproofing membrane 3000, 5000, 5300, as with
8 several other name types and descriptions. W.R. Grace
9 sold this product line to the industrial and commercial
10 building industry with a product manufacture warranty
11 of ten (10) years.
12

13 6. Due to product failure caused the delamination
14 of the surface material Tedlar® from ultraviolet (UV)
15 light and excess heat; W.R. Grace was faced with the
16 liability of warranty roof repairs for several hundred
17 buildings in the Phoenix / Tucson area, along with
18 other buildings in several cities in the Southwestern
19 part of the United States. As such, in 1996 W.R. Grace
20 formed a warranty service department to correct and
21 address the product failure and related roof repair
22 problems.
23
24
25

1 7. From the management of W.R. Grace, out of the
2 Cambridge Massachusetts office, this was a money saver
3 for the company. W.R. Grace was able to hire a crew to
4 do the roof damage assessments and related roof repair
5 work; this compared to hiring a contracting firm to do
6 the same warranty roof repairs.

7 Creditor's History

8 8. This Creditor was employed with the W.R. Grace &
9 Co., under the division of Grace Specialty Chemicals,
10 between the dates of March 1986 through February 1992.
11 He worked in the Warranty Service Department for the
12 Grace Roofing Membrane (G.R.M.) produce line. The
13 office location was at the Grace vermiculite processing
14 plant, 4220 W. Glenrosa, Phoenix, Arizona. 85019.
15

16
17 9. The Creditor was hired to handle G.R.M repairs
18 in the Phoenix / Tucson area; later he completed work
19 in Los Angeles, San Diego, Las Vegas, Reno, El Paso,
20 and several other cities in the Southwestern part of
21 the United States. In the position that the Creditor
22 had, he was hired as a working supervisor. He had
23 between 1 and 3 men working under him at any one time.
24 His direct supervisors were: Dan Kuball, Product
25

1 Specialist, between 1986 and 1988, and Ken Porter,
2 Warranty Service Department, between 1988 and 1992.

3
4 10. On a daily basis during his employment, the
5 Creditor handled the G.R.M. product line of materials,
6 including support related materials, either
7 manufactured by W.R. Grace or purchased from different
8 vendors for the necessary work to complete the warranty
9 roof repairs as needed.

10
11 11. The Creditor was exposed to daily the following
12 chemicals, without safety equipment or protective
13 measures. The chemicals he was exposed to are not
14 limited to the just the following: Xylene, as a cleaner
15 and product solvent; Toluene, as a cleaner and product
16 solvent; Unprocessed Naphthenic oil, active product
17 ingredient; Styrene Butadiene polymer, active product
18 ingredient; Asphalt, active product ingredient; and
19 Polyolefin film, active product ingredient; Petroleum
20 Extracts, active product ingredient; Styrene Polymer
21 with 1, 3-Butadiene, active product ingredient. This
22 Creditor also used several of the G.R.M. roof coating,
23 mastics, and seam calks, on a daily basis, all of which
24 were unique to the application and repairs to the
25 G.R.M. product line. None of these chemicals are safe

1 for human contact or conducive to a healthy
2 environment.
3

4 12. During the Creditor's employment with W.R.
5 Grace, he was never trained in how to properly handle
6 the special products or chemicals that they provided.
7 He was never given the proper safety equipment, such as
8 rubber gloves, protective clothing, or proper
9 respirators, to protect his body from these toxic,
10 dangerous, and hazardous materials, nor was he ever
11 told just how dangerous and carcinogenic these
12 different materials were to the human body, either
13 individually or combined.
14

15
16 13. This Creditor can recall breathing these toxic
17 fumes and suffering headaches for days during the
18 course of working with the G.R.M. materials, not aware
19 of why he was suffering these headaches. In 1990, when
20 the Creditor asked his director supervisor for a
21 respirator after all the guys on the crew complained of
22 the fumes, the director supervisor actually acted
23 offended and noted that a respirator was not needed. He
24 did however allow me to purchase a single respirator
25 for the Creditor which was also to be used among the

1 other two crew members. However, the Creditor was not
2 trained on how to get a proper type of respirator for
3 the kinds of chemicals being used. The respirator did
4 not work, in that it was designed for fine dust and not
5 for the volatile chemicals that were being used.

6
7 14. To further support the Creditor's claim he has
8 obtained a letter from Mr. James Nelson, Project
9 Manager for the "Thomas & Mack Center", Las Vegas
10 Nevada, 89154-0003, whereby he complains to the
11 Creditor's director supervisor, Ken Porter about the
12 toxic roofing materials that were not properly handled.
13 As noted in Mr. Nelson's letter, "If this was known by
14 UNLV's Hazardous Waste Material Department, they would
15 close down the roofing project". As evident by the
16 letter and statements made, the Creditor had no
17 training in handling the toxic, hazardous materials
18 that W.R. Grace provided, and that liability for this
19 fell directly on the management of W.R. Grace. (**Exhibit**
20 **4: also attached as 'Exhibit A' with the original Grace**
21 **Non-Asbestos Proof of Claim Form)**

22
23
24 15. On or about 1989 the Creditor was handed a
25 large loose-leaf notebook from his direct supervisor.

1 He was told to keep the book in the truck. Ken Porter
2 stated that the book had to remain in the truck for
3 purposes of an audit. It was not until later that the
4 Creditor found out that this book contained what may
5 have been Material Safety Data Sheets, (MSDS). The
6 Creditor however, was never trained to read these forms
7 or understand the significance what these forms meant,
8 or how they pertained to the G.R.M. products.

9 **BASELESS OBJECTION**

10 16. The debtors have provided no legal or objective
11 reason that this Creditor's claim cannot be paid in
12 full. There are no inaccuracies in the complaint that
13 this Creditor has presented to the court and the
14 debtors, this as alluded to in the boiler-plate
15 affidavit by Mr. David B. Siegel, Senior Vice
16 President. Each and every fact that this Creditor has
17 presented is based upon objective accuracy and sound
18 scientific facts; as with the object history relating
19 to the G.R.M product line.

20 **DAMAGES**

21 17. The Creditor case is suffering from an acute
22 form of joint pain in his hands, along with diminished
23 vision in both eyes as a direct result of handling in
24 an unsafe and unprotected manner the G.R.M materials
25

1 and application solvents. Creditor also has had skin
2 cancer removed twice from his hands and facial area
3 where he had accidentally spilled Xylene while working
4 for W.R. Grace. **(Exhibit 5: Affidavit from Creditor)**

5
6 18. During the Creditor's employment he was
7 indirectly and directly threatened that he would lose
8 his job if he questioned his supervisors about the
9 safety concerns and medical problems that were being
10 experienced at the time. **(Exhibit 5: Affidavit from**
11 **Creditor)**

12
13
14 19. During the Creditor's time of employment he
15 suffered several times severe head pains and unexplained
16 skin rashes due to the chemicals that he was exposed
17 to. **(Exhibit 5: Affidavit from Creditor)**

18
19 **DISCOVERY**

20 20. In the early part of 2002, the Creditor in this
21 case, while researching a cause for the unexplained
22 joint pains, skin problems, and diminished eyesight
23 problem, as with the skin cancer issue, discovered that
24 the chemicals he was exposed to while working for W.R.
25 Grace were the reason for the medical issues he was
experiencing. **(Exhibit 5: Affidavit from Creditor)**

MOTIVE

21. W.R. Grace sustained a motive of financial control and corporate oversight regarding the failed G.R.M. product line. In the interest of share holders and the company bottom line, W.R. Grace and its management mandated that the product line be terminated because of failure and that roof warranty expenditures be closely monitored. With this agenda set forth, W.R. Grace Management devised a plan to maintain the roof warranties and at the same time spend as little as possible to comply with their warranty obligations. This management decision resulted in the lack of formal training for the crew members that worked in the G.R.M. warranty division, denial of standard safety equipment, and a general position of apathy towards those men that worked in this sector of the company.

CAUSES OF ACTION

22. Paragraphs 1 through 23 are incorporated and pleaded in full, and Creditor realleges all preceding allegations as if set forth in full herein.

23. W.R. Grace, with malicious intent, caused the Creditor harm and personal injury, arising by reason

1 of, directly or indirectly, physical, emotional or
2 other personal injuries or other damage caused, or
3 allegedly caused, directly or indirectly, by the
4 exposure to dangerous, hazardous and toxic materials,
5 chemicals and/or products, manufactured, sold,
6 supplied, produced, specified, selected, distributed or
7 in any way marketed by W.R. Grace for their Grace Roof
8 Membrane (G.R.M.) and/or Bituthene products used in and
9 for the Roof Warranty Service Department.

10
11 24. Paragraphs 1 through 25 are incorporated and
12 pleaded in full, and Creditor realleges all preceding
13 allegations as if set forth in full herein.
14
15

16 25. W.R. Grace, with malicious intent, violated
17 this Creditor's civil rights and human rights, through
18 acts or omissions, arising by reason of, directly or
19 indirectly, physical, emotional or other personal
20 injuries or other damage caused, or allegedly caused,
21 directly or indirectly, by the exposure to dangerous,
22 hazardous and toxic materials, chemicals, and/or
23 products manufactured, sold, supplied, produced,
24 specified, selected, distributed or in any way marketed
25 for W.R. Grace for their G.R.M. and/or Bituthene

1 products used in and for the Roof Warranty Service
2 Department.
3

4 26. Paragraphs 1 through 27 are incorporated and
5 pleaded in full, and Creditor realleges all preceding
6 allegations as if set forth in full herein.
7
8

9 27. W.R. Grace, with malicious intent, violated
10 this Creditor's personal safety and personal well
11 being, through acts or omissions, arising by reason of,
12 directly or indirectly, physical, emotional or other
13 personal injuries or other damage caused, or allegedly
14 caused, directly or indirectly, by the exposure to
15 dangerous, hazardous and toxic materials, chemicals,
16 and/or products manufactured, sold, supplied, produced,
17 specified, selected, distributed or in any way marketed
18 for W.R. Grace for their G.R.M. and/or Bituthene
19 products used in and for the Roof Warranty Service
20 Department.
21

22 28. Paragraphs 1 through 29 are incorporated and
23 pleaded in full, and Creditor realleges all preceding
24 allegations as if set forth in full herein.
25

1 29. W.R. Grace, with negligent and tortious intent,
2 caused this Creditor's personal harm and injury,
3 through acts or omissions, arising by reason of,
4 directly or indirectly, physical, emotional or other
5 personal injuries or other damage caused, or allegedly
6 caused, directly or indirectly, by the exposure to
7 dangerous, hazardous and toxic materials, chemicals,
8 and/or products manufactured, sold, supplied, produced,
9 specified, selected, distributed or in any way marketed
10 for W.R. Grace for their G.R.M. and/or Bituthene
11 products used in and for the Roof Warranty Service
12 Department.

13
14 30. Paragraphs 1 through 31 are incorporated and
15 pleaded in full, and Creditor realleges all preceding
16 allegations as if set forth in full herein.
17
18

19 31. W.R. Grace, with negligent and tortious intent,
20 violated this Creditor's civil rights and human rights,
21 through acts or omissions, arising by reason of,
22 directly or indirectly, physical, emotional or other
23 personal injuries or other damage caused, or allegedly
24 caused, directly or indirectly, by the exposure to
25 dangerous, hazardous and toxic materials, chemicals,

1 and/or products manufactured, sold, supplied, produced,
2 specified, selected, distributed or in any way marketed
3 for W.R. Grace for their G.R.M. and/or Bituthene
4 products used in and for the Roof Warranty Service
5 Department.

6
7
8 **LEGAL ARGUMENT**

9
10
11 Dated this 13th day of May,
2004

12 By: Peter P. Pearson
13 P.O. Box 26301
14 Tucson, AZ. 85726
15 (520) 247-1535
16 E-mail:
17 drp2p@yahoo.com
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1 products used in and for the Roof Warranty Service
2 Department.
3

4 26. Paragraphs 1 through 27 are incorporated and
5 pleaded in full, and Creditor realleges all preceding
6 allegations as if set forth in full herein.
7
8

9 27. W.R. Grace, with malicious intent, violated
10 this Creditor's personal safety and personal well
11 being, through acts or omissions, arising by reason of,
12 directly or indirectly, physical, emotional or other
13 personal injuries or other damage caused, or allegedly
14 caused, directly or indirectly, by the exposure to
15 dangerous, hazardous and toxic materials, chemicals,
16 and/or products manufactured, sold, supplied, produced,
17 specified, selected, distributed or in any way marketed
18 for W.R. Grace for their G.R.M. and/or Bituthene
19 products used in and for the Roof Warranty Service
20 Department.
21

22 28. Paragraphs 1 through 29 are incorporated and
23 pleaded in full, and Creditor realleges all preceding
24 allegations as if set forth in full herein.
25

1 29. W.R. Grace, with negligent and tortious intent,
2 caused this Creditor's personal harm and injury,
3 through acts or omissions, arising by reason of,
4 directly or indirectly, physical, emotional or other
5 personal injuries or other damage caused, or allegedly
6 caused, directly or indirectly, by the exposure to
7 dangerous, hazardous and toxic materials, chemicals,
8 and/or products manufactured, sold, supplied, produced,
9 specified, selected, distributed or in any way marketed
10 for W.R. Grace for their G.R.M. and/or Bituthene
11 products used in and for the Roof Warranty Service
12 Department.

13
14 30. Paragraphs 1 through 31 are incorporated and
15 pleaded in full, and Creditor realleges all preceding
16 allegations as if set forth in full herein.

17
18
19 31. W.R. Grace, with negligent and tortious intent,
20 violated this Creditor's civil rights and human rights,
21 through acts or omissions, arising by reason of,
22 directly or indirectly, physical, emotional or other
23 personal injuries or other damage caused, or allegedly
24 caused, directly or indirectly, by the exposure to
25 dangerous, hazardous and toxic materials, chemicals,

1 and/or products manufactured, sold, supplied, produced,
2 specified, selected, distributed or in any way marketed
3 for W.R. Grace for their G.R.M. and/or Bituthene
4 products used in and for the Roof Warranty Service
5 Department.

6
7 32. Paragraphs 1 through 33 are incorporated and
8 pleaded in full, and Creditor realleges all preceding
9 allegations as if set forth in full herein.

10
11 33. W.R. Grace violated this Creditor's Fourteenth
12 Amendment Constitutional Right to Equal Protection
13 under the law, through acts or omissions, arising by
14 reason of, directly or indirectly, physical, emotional
15 or other personal injuries or other damage caused, or
16 allegedly caused, directly or indirectly, by the denial
17 of providing standard safety and protective health
18 equipment, and training to handle dangerous, hazardous
19 and toxic materials, chemicals, and/or products
20 manufactured, sold, supplied, produced, specified,
21 selected, distributed or in any way marketed for W.R.
22 Grace for their G.R.M. and/or Bituthene products used
23 in and for the Roof Warranty Service Department.
24
25

1 34. Paragraphs 1 through 35 are incorporated and
2 pleaded in full, and Creditor realleges all preceding
3 allegations as if set forth in full herein.
4

5 35. W.R. Grace violated this Creditor's Fourteenth
6 Amendment Constitutional Right to the Due Process of
7 Law, through acts or omissions, arising by reason of,
8 directly or indirectly, physical, emotional or other
9 personal injuries or other damage caused, or allegedly
10 caused, directly or indirectly, by the denial of
11 providing standard safety and protective health
12 equipment, and training to handle dangerous, hazardous
13 and toxic materials, chemicals, and/or products
14 manufactured, sold, supplied, produced, specified,
15 selected, distributed or in any way marketed for W.R.
16 Grace for their G.R.M. and/or Bituthene products used
17 in and for the Roof Warranty Service Department.
18

19
20 **LEGAL ARGUMENT**
21

22 36. The debtors' in this case have provided no
23 legal reason that this claim cannot be paid in full.
24 However, the Creditor, who has the burden of proof in
25

1 establishing his claim when an objection is filed, has
2 presented prima facie evidence to support his claim.
3

4 33. The U.S. Supreme has stated, "Burden of proof
5 is essential element of claim itself, and one who
6 asserts claim in bankruptcy is entitled to burden of
7 proof that normally comes with it." Raleigh v. Illinois
8 Department of Revenue, 120 S.Ct. 1951 (2002).
9

10 34. The U.S. Supreme further held that, "The sworn
11 proof of a claim against a bankrupt's estate is prima
12 facie evidence of its allegations. Whitney v. Diesser,
13 26 S.Ct. 316 (1906).
14

15 35. Taken in its totality, this Creditor has
16 suffered physical and mental harm as a result of greed,
17 mismanagement, negligence and will full wrong at the
18 hands of a large corporation. No amount of money can
19 duly make up this wrong. The court is asked to review
20 all the facts and render a ruling consistent with the
21 simple request that this Creditor is asking.
22

23 CLAIM ASSESSMENT FACTS AND REQUEST

24

25 36. Creditor is asking for four hundred dollars,
(400.00) per day for everyday he was employed with W.R.

1 Grace & Co. handling their G.R.M. Roof Warranty Service
2 Department to settle this claim. The following formula
3 was used to determine the cash figure:

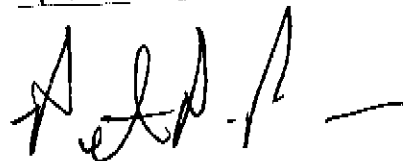
4 **TOTAL DAYS WORKED:** 03/01/1986 through
5 02/01/1992 = 2163 days.

6 **TOTAL WEEKS WORKED:** 2163 days / 7 days in
7 a week = 309 weeks.

8 **TOTAL WORK DAYS:** 309 weeks X 6 days a week
9 = 1854 work days with W.R. Grace.

10 **TOTAL CLAIM AMOUNT:** 1854 work days x
11 \$400.00 = \$741600.00 dollars.
12

13
14 Respectfully Submitted this 19 day of May, 2004.

15
16 
17

18 Peter P. Pearson
19
20
21
22
23
24
25

1 Original and three (3) copies
2 Of the forgoing sent this
3 19 day of May, 2004.

4 To:

5
6 United States Bankruptcy Court
7 District of Delaware
8 Attn: Clerk of the Court
9 824 Market Street
10 Wilmington, Delaware. 19801

11 **CERTIFIED MAIL NUMBER: 7003-3110-0002-8587-9051**

12
13 One copy of the foregoing
14 Sent this 19 day of May, 2004

15 To:

16 Kirkland & Ellis LLP
17 200 E. Randolph Drive
18 Chicago, Illinois. 60601
19 Attn: Rachel R. Schulman

20 **CERTIFIED MAIL NUMBER: 7003-3110-0002-8587-9037**

21
22
23 -And-
24
25

1 Pachulski, Stang, Ziehl, Young, Jones & Weintraub,
2 P.C.
3 919 North Market Street, 16th Floor
4 P.O. Box 8705
5 Wilmington, Delaware. 19899-8705
6 Attn: David W. Carickhoff, Jr.

7
8 **CERTIFIED MAIL NUMBER: 7003-3110-0002-8587-9044**
9

10
11
12
13
14 Dated this 19th day of May,
2004

15 By: 

16 Peter P. Pearson
17 P.O. Box 26301
18 Tucson, AZ. 85726
19 (520) 247-1535
20 E-mail:
21 drp2p@yahoo.com
22
23
24
25

EXHIBIT 1:

Copy of claim

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF Delaware		GRACE NON-ASBESTOS PROOF OF CLAIM FORM
Name of Debtor: <u>W.R. Grace & Co.</u>		Case Number: <u>01-01139 (JKE)</u>
<p>NOTE: Do not use this form to assert an Asbestos Personal Injury Claim, a Settled Asbestos Claim or a Zonolite Attic Insulation Claim. Those claims will be subject to a separate claims submission process. This form should also not be used to file a claim for an Asbestos Property Damage Claim or Medical Monitoring Claim. A specialized proof of claim form for each of these claims should be filed.</p>		
Name of Creditor (The person or other entity to whom the Debtor owes money or property): <u>PETER P. PEARSON, Sr.</u>		<div style="font-size: 48pt; font-weight: bold; margin: 0;">COPY</div> <div style="font-size: 10pt; margin-top: 10px;">THIS SPACE IS FOR COURT USE ONLY</div>
Name and address where notices should be sent: <u>ASPC-Eyman-Cook</u> <u>P.O. Box 3200 #53430</u> <u>Florence, Arizona. 85232-3200</u>		
Account or other number by which creditor identifies Debtor: Check here <input type="checkbox"/> represents of this claim <input type="checkbox"/> represents other debts due claimant		
Corporate Name, Common Name, and/or d/b/a name of specific Debtor against whom the claim is asserted: <u>Grace Specialty Chemicals, Inc.</u>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Environmental liability <input type="checkbox"/> Money loaned <input checked="" type="checkbox"/> Non-asbestos personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Failure to provide safety equipment, information or training with respect to G.R.M. related materials. See attached Statement of Claim letter, affidavit.</u> </div> <div style="width: 50%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: <u>521 68 6091</u> Unpaid compensation for services performed from _____ to _____ (date) </div> </div>		
2. Date debt was incurred: <u>Between 3/1986 to 2/1992</u>		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: (If all or part of your claim is secured or entitled to priority, also complete item 5 below.) <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		<u>\$ 741600.00</u>
5. Classification of Claim. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> SECURED CLAIM (check this box if your claim is secured by collateral, including a right of setoff.) Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Other (Describe briefly): _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$ _____ Attach evidence of perfection of security interest <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. </div> <div style="width: 50%;"> <input type="checkbox"/> UNSECURED PRIORITY CLAIM - Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$4650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7). <input checked="" type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). </div> </div>		
6. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only
7. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. Acknowledgement: Upon receipt and processing of this Proof of Claim, you will receive an acknowledgement card indicating the date of filing and your unique claim number. If you want a file stamped copy of the Proof of Claim form itself, enclose a self-addressed envelope and copy of this proof of claim form.		
Date: <u>10-23-2002</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>[Signature]</u>	

REC'D OCT 31 2002

AFFIDAVIT

I, Peter P. Pearson, Sr., swear that the following information is true to the best of my ability, under the penalty of perjury:

1.) I was employed with W.R. Grace and worked out of their plant located at 4220 W. Glenrosa, Phoenix, Arizona, 85019. This employment went from about 2/1986 through 3/1992.

2.) I was hired to supervise a crew to handle the roof repairs to the commercials roof projects that were still under warranty from W.R. Grace. I worked in the Warranty Service Department for the Grace Roofing Membrane (G.R.M.) product that was manufactured by W.R. Grace.

3.) W.R. Grace never provided me training, instruction, or information on how to properly handle the hazardous, dangerous, and toxic chemicals that I was subjected to during my employment.

4.) W.R. Grace never provided me safety equipment to protect myself from the hazardous, dangerous, and toxic chemicals that I was subjected to while repairing the G.R.M. roof under their warranty.

5.) The G.R.M. roof products were different then standard roofing products. The G.R.M. products were made with special chemicals and special repairs were required to comply with their specifications.

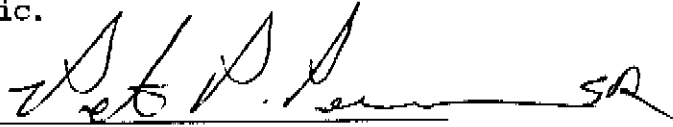
6.) During the time of my employment I suffered from sever head pains and skin rashes due to the chemicals that I was exposed to.

7.) I felt threatened that I would lose my job if I questioned my supervisor about the working conditions and safety issues.

8.) I felt that W.R. Grace did not care about my physical well being while I was working for them.

9.) I discovered this year that some of the chemicals I was exposed to while working for W.R. Grace, including xylene and several others will deteriorate the cartilage between the bones if exposed to the skin. These same chemicals are considered carcinogenic.

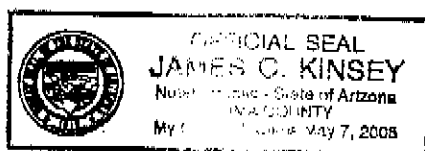
Nothing Further.


Peter P. Pearson, Sr.

Signed before me this 23 day of October, 2002.


Public Notary

My Commission Expires:



Peter P. Pearson, Sr. #53430
ASPC-Eyman-Cook
P.O. Box 3200
Florence, Arizona. 85232-3200

RE: GRACE NON-ASBESTOS PROOF CLAIM ATTACHMENT LETTER
CASE NUMBER 01-01139 (JKF)

STATEMENT OF CLAIM
ATTACHMENT LETTER

I was employed with W.R. Grace & Co. between the dates of March 1986 to February 1992. I worked in the warranty service department for the Grace Roofing Membrane (G.R.M.) product line. The office I worked out of was; W.R. Grace & Co. Phoenix Plant, 4220 W. Glenrosa, Phoenix, AZ. 85019.

The G.R.M. product line, which was manufactured under the Grace Specialty Chemical, Inc. Division, was a self-stick, single-ply roofing and water proofing material. The roofing product was labeled under G.R.M. 120, G.R.M. 230, G.R.M. 500 as with several other name types and descriptions. Grace sold the roofing product with a 10 year manufacture warranty.

Due to product failure caused by delamination of the surface material from ultra violate (UV) light and excess heat, Grace was faced with the liability of warranty roof repairs for hundreds of buildings in the Phoenix area, along with other buildings in other cities in the Southwestern parts of the United States. As such, in 1986 Grace formed a warranty service department to address the roof repairs and problems. This was a money saver for Grace compared to paying a contractor to do the work. It was also about this time that Grace stopped marketing the G.R.M. roofing products.

I was hired to handle these repairs in the Phoenix area, and later did completed work in Los Angeles, Las Vegas, El Paso, and other cities. In the position I had, as a working supervisor, I had between 1 and 3 men working under me at any one time. My direct supervisors were: Dan Kuball, Product Specialist, between 1986 and 1988, and Ken Porter, Warranty Service Department, between 1988 and 1992.

Page 2: STATEMENT OF CLAIM ATTACHMENT LETTER

On a daily basis, during my employment, I handled the G.R.M. product line of materials, including support materials to complete the warranty roof repairs needed. I also handled the inventory of these products on a daily basis. This included using, but not limited to, Xylene as a cleaner and product solvent, Toluene (Toluene) as a cleaner and product solvent. I also used several of the G.R.M. roof coatings which consisted of numerous different types of chemicals. None of these materials were safe for human contact or environmentally safe. This fact I learned just this year after studying chemistry.

During my employment with Grace, I was never trained in how to properly handle the chemicals they provided, I was never given proper safety equipment to protect my self from these toxic, dangerous, and hazardous materials, nor was I ever told just how dangerous and carcinogenic these different materials were.

Several times I can remember breathing these toxic fumes and suffering headaches for days during the course of working with the G.R.M. materials, not aware of why I was suffering these headaches. In 1990, when I asked my direct supervisor for a respirator after we all complained of the fumes, he actually acted offended and noted that we really did not need one. He allowed me to get a respirator for me and the other two guys I had working with me. However, I was not trained on how to get a proper kind of respirator for the kind of chemicals I was using. The respirators did not seem to work, they turned out to be made for dust not fumes.

To further support my claim I obtained a letter from Mr. James Nelson, Project Manager for "Thomas & Mack Center", Las Vegas, Nevada, 89154-0003, where he complained to my direct supervisor, Ken Porter about the toxic roofing materials that were not properly handled. As evident by the letter I had no training in handling the toxic, hazard materials that Grace provided. (Exhibit "A").

Page 3: STATEMENT OF CLAIM ATTACHMENT LETTER

I believe that it was around 1989 I was handed a large loose leaf notebook from my direct supervisor. I was told to keep this book in the truck. I found out later it was "Material Safety Data Sheets" (MSDS) forms. However, I was never trained in how to read these forms or what they specifically meant, or how they pertained to the G.R.M. products.

The G.R.M. products were a unique roofing product. The Grace company spent a lot of time and money producing this product, yet failed at basic considerations for the humans that handled their products on a daily basis.

CAUSES OF ACTIONS

1.) W.R. Grace, with malicious intent, caused me harm, through acts or omissions, arising by reason of, directly or indirectly, physical, emotional or other personal injuries or other damage caused, or allegedly caused, directly or indirectly, by the exposure to dangerous, hazardous and toxic materials, chemicals and/or products, manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed by Grace for their G.R.M. products used in and for the Roof Warranty Service Department.

2.) W.R. Grace, with malicious intent, violated my civil rights and human rights, through acts or omissions, arising by reason of, directly or indirectly, physical, emotional or other personal injuries or other damage caused, or allegedly caused, directly or indirectly, by the exposure to dangerous, hazardous and toxic materials, chemicals, and/or products manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed by Grace for their G.R.M. products used in and for the Roof Warranty Service Department.

3.) W.R. Grace, with malicious intent, violated my personal safety and personal well being, through acts or omissions, arising by reason of, directly or indirectly, physical, emotional or other personal injuries or other personal injuries or other damage caused, or allegedly caused, directly or

Page 4: STATEMENT OF CLAIM ATTACHMENT LETTER

indirectly, by the exposure to dangerous, hazardous and toxic materials, chemicals, and/or products manufactured, sold, supplied, produced, specified, selected, distributed or in any way marketed by Grace for their G.R.M. products used in and for the Roof Warranty Service Department.

CLAIM ASSESSMENT FACTS

I am asking for four hundred dollars, (\$400.00) per day for every work day I was employed with W.R. Grace & Co. in their Roof Warranty Service Department to settle this claim. The following formula I used to determine the cash figure I arrived at:

TOTAL DAYS EMPLOYED: 03/01/1986 to 02/01/1992 = 2163 days.

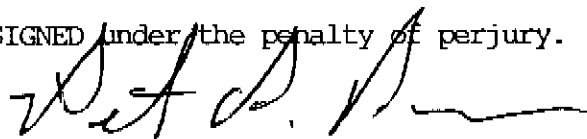
TOTAL WEEKS WORKED: 2163 days / 7 days in a week = 309 weeks

TOTAL WORK DAYS: 309 weeks * 6 work days a week = 1854 work days with Grace.

TOTAL CLAIM AMOUNT AT TIME CASE FILED:

1854 work days * \$400.00 = \$741600.00 Dollars.

SIGNED under the penalty of perjury.



Peter P. Pearson, Sr.

10-22-2002

EXHIBIT "A"

LETTER FROM JAMES NELSON, PROJECT MANAGER
THOMAS & MACK CENTER

THOMAS & MACK

It happens here!

November 1, 1995

Peter P. Pearson Sr.
P. O. Box 1170
Bandon, OR. 97411

Dear Peter:

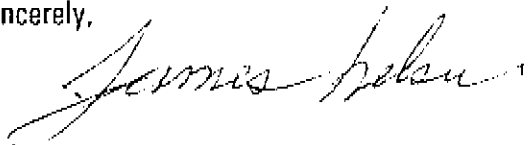
RE: PROJECT VERIFICATION.

In answer to your letter asking about the dates you worked here for W.R. Grace, I don't have the exact date you started, but this is what I do have.

1. July 2, 1991, UNLV's Purchasing Department wrote W.R. Grace to start the contract: Warranty Roof Work at the Thomas & Mack Center in Las Vegas, NV.
2. Work was started by W.R. Grace at the end of July of 1991.
3. I'm sending a copy of a letter I wrote to Ken Porter of W.R. Grace showing that you were on the job on August 11, 1991. It seems that you were working for about six weeks here in Las Vegas, @ UNLV.
4. W.R. Grace sent a completed invoice# 265257 requesting payment on purchase order# 114773 Warranty Roof Repair at Thomas & Mack Center on October 25, 1991.

Should you have any more questions, please contact me at 895-4817.

Sincerely,



James Nelson
Maintenance/Project Manager
Thomas & Mack Center

UNIVERSITY OF NEVADA LAS VEGAS

Thomas & Mack Center • University of Nevada, Las Vegas
4505 Maryland Parkway • Box 450003 • Las Vegas, NV 89154-0003 •



THOMAS & MACK CENTER

4505 MARYLAND PARKWAY • LAS VEGAS, NEVADA 89154-0003
(702) 739-3761 • FAX (702) 739-1099

August 13, 1991

Mr. Ken Porter
W. R. Grace & Co.
4220 W. Glenrosa Ave.
P.O. Box 14279
Phoenix, AZ 85019

Dear Mr. Porter,

I would like to address the warranty work being done at the Thomas & Mack Center by W. R. Grace & Co.

Saturday, August 10, 1991, we experienced a heavy thunder storm here. Your roofing crew had six scupper drains left opened around the parapet wall. Also four roof drains had been sealed over so no water could drain out. The result of this caused flooding on the concourse, arena floor, equipment room, and the air handler rooms. I had to call in workers Sunday at 3:00 am to clean up the water. This work amounted to fourteen (14) man hours at thirteen (13) dollars per hour, which cost a total of \$182.00.

Peter came over Sunday to correct the problem with the drains. I also expressed to Peter my concern about all the black roofing product that is being trashed all over our building and sidewalks. At the pump site I have observed toxic roofing material being washed down the sidewalk into the water drain. If this was known by UNLV's Hazardous Waste Material Department, they would close down the roofing project.

We are grateful for the warranty work that is being done, however I would appreciate you talking to your crew asking them to show more concern in helping us keep the Thomas & Mack Center neat and clean. I would like to see them use more drop clothes, clean up right when they spill, close doors when they leave the air handler rooms, and keep used product drums picked up.

Sincerely,

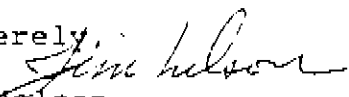

Jim Nelson
Maintenance/Project Manager

EXHIBIT 2:

Information Sheet on Bituthene History



NUPLEX BUILDING PRODUCTS: (Back) (Contact Details)
The industry leaders in specialist finishes & systems since 1956

BITUTHENE

PRODUCT	DESCRIPTION	USAGE	APPLICATION INFORMATION
Bituthene 2000	A composite sheet of 0.9mm minimum of rubberized asphalt and 0.1mm of cross-laminated polyethylene film	For all horizontal and vertical non-critical dampproofing where economical cost is prime consideration	Remove release paper and adhere membrane to substrate. Roll thoroughly and apply protection course and backfill or wearing course promptly.
Bituthene 3000	A composite sheet of 1.4mm rubberized asphalt and 0.1mm of cross-laminated polyethylene film.	For all horizontal and vertical general waterproofing of structural concrete above and below grade.	Remove release paper and adhere membrane to substrate. Roll thoroughly and apply protection course, and backfill or wearing course promptly.
Bituthene 5300	A composite sheet of rubberized asphalt and polypropylene mesh with a total thickness of 1.6mm minimum.	For waterproofing horizontal decks with asphalt concrete as wearing course.	Remove release paper and adhere membrane to concrete. Roll thoroughly and place asphalt concrete overlay promptly.
Bituthene Solvent Based Primer	A fast drying asphalt cutback solution black in colour.	Primer to neutralize dust on all horizontal and vertical concrete surfaces.	Spray, roller or brush application at 5m ² /litre. Dry 1 hour or until tack free.
Bituthene Mastic	A black rubberized asphalt putty.	For sealing membrane terminations, patches and detail areas.	Apply from caulking gun or by trowel.

The Bituthene Advantage

Grace pioneered the development and use of self-adhering membrane systems during the 1960's and since then over 200 Million Square Metres of Bituthene have been specified and installed on various construction projects around the world. Bituthene is the preferred waterproofing membrane of experienced professionals for eliminating water damage in foundations, plaza and parking decks, tunnels and earth sheltered structures. Bituthene versatility and reliability enables the membrane to be used extensively in:

Split Slab Construction

- Plaza Decks & Planters
- Structural Slabs

Tunnels

- Rapid Transit
- Vehicular

Interior Waterproofing

- Mechanical Rooms
- Laboratories

• Parking Decks
Foundations

• Utility
 • Pedestrian

• Kitchens & Bathrooms
Earth-Sheltered Structures

• Non-Residential Building
 • Non-Building Construction
 • Residential Building

• Residential
 • Commercial

Superior Waterproofing Technology

Description

Bituthene is a double barrier membrane consisting of a tough, pliable, waterproof sheet of polyethylene film coated on one side with a layer of adhesive consistency, rubberized asphalt with a special release paper on the other. Roll size is 20 metres long by 1 metre wide.

Self Adhesive

Bituthene totally and permanently fully adheres to the substrate thus preventing the movement of water between the membrane and the substrate.

Flexible

Bituthene will not become hard and brittle with age. It will bridge shrinkage cracks and is flexible enough to continually withstand typical substrate movements under a wide range of temperature and environmental conditions.

Self Sealing

The "built-in" rubberized asphalt adhesive will self seal small punctures.

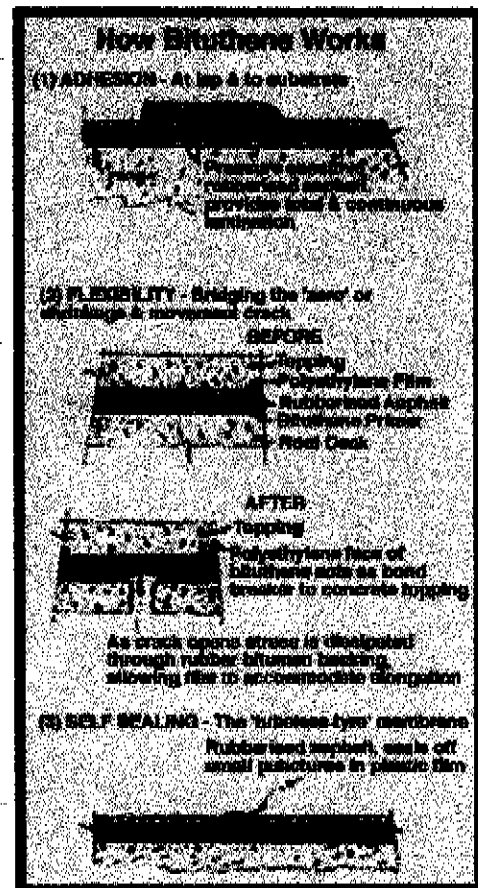
Cold Applied

Bituthene simply rolls out by removing the special release paper therefore eliminating the hazardous fumes and fire risk associated with other water proofing systems. Bituthene is safe to use on all building sites.

Thickness

Bituthene is manufactured to ensure a consistent uniform thickness. It cannot be subjected to variations in thickness by the applicator.

Membrane Laps



Bituthene laps are simply pressed together to give a permanent watertight seal. Membranes that require taping or welding cannot be effectively site joined with the same assured success.

Advisory Service

Specification detailing and "on site" application assistance is available from our highly trained and experienced Bituthene Technical Representatives.

Contact Details

Waterproofing

EXHIBIT 3:

**Copy of article from “Professional Roofing
Magazine**

PROFESSIONAL ROOFING

Official publication of the  National Roofing Contractors Association

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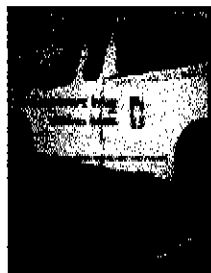
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A contractor's insight

In his unique style, Dick Baxter shares his opinions about industry issues

by Dick Baxter

Editor's note: Following are the author's opinions. Views expressed are not necessarily those of NRCA.



January 2003

This month, I originally had intended to provide some guidelines explaining the process by which FM Global engineers decide whether submitted roof systems are "Approved" or "Accepted." However, it appears FM doesn't want to provide that type of information to those of us who submit new/replacement/re-cover projects for review. The FM engineer who originally had volunteered to help with this article suddenly had his responsibilities changed and his "time" was so limited that participation in this type of article became impossible. It might lead one to believe FM's "Approvals" and "Acceptance" of roof systems are more subjective than FM would like us to know.

So lacking a clear (or any) direction, we as an industry are left to muddle through our dealings with FM as best we can.

RoofNav, etc.

RoofNav was supposed to be in Beta testing by this time, but so far, there is no indication RoofNav is anywhere close to being completed despite major emphasis on development of the program by FM. It is encouraging FM hired an outside consultant from the roofing industry to help put the final touches on RoofNav; perhaps that will put a more practical spin on the end product.

You should know FM Property Loss Prevention Data Sheets 1-28, "Design Wind Loads"; 1-29, "Above-Deck Roof Components"; and 1-31, "Metal Roof Systems," have been revised and Data Sheet 1-7 has been "deemed obsolete" and no longer should be considered applicable. Because Data Sheet 1-7 addressed "Wind Forces on Buildings and Other Structures," one can't help but wonder whether the weather gods have changed their methods of influence on wind forces in our lives.

According to FM correspondence dated October 2002, the only "revisions" to Data Sheets 1-28 and 1-29 were "Revised Title." For the paltry sum of \$75, you can update your FM titles to these data sheets. Data Sheet 1-31 needed a lot of help, so a \$75 fee might be worth it to determine just how much help FM provided in the revised data sheet (though you shouldn't get your hopes too high). But for a limited time, you can have all three revised data sheets for only \$75—an obvious bargain too good to pass up. If you call in the next 10 minutes, FM might throw in a revised order form!

Substrates

Stick around this industry long enough, and old friends revisit. Remember GRM? The Grace Roof Membrane (GRM), for newcomers in our midst, was a take-off on a Bituthene

waterproofing membrane "specially formulated" to provide a roof membrane. The Bituthene waterproofing system was a proven performer that generally performed its intended function reasonably well. GRM didn't fare as well and eventually was phased out (nobody ever withdraws a roofing product from the market).

The self-adhered bituminous roof membrane concept is back with multiple entries from multiple sources. Self-adhered sheets are made "sticky" by the introduction of special process oils to SBS-modified asphalt. The sticky surfaces typically are covered with a release paper that is removed as the self-adhered membrane is applied. In the past, it generally was recommended a self-adhered membrane be rolled with heavy rollers immediately following placement to ensure positive contact with the substrate over which it was installed. Installation guidelines for new self-adhered products have yet to be well-defined.

The attraction to self-adhered roof membranes is obvious: They suffer no volatile organic compound-related problems; no special equipment is required for installation; no odors during installation are experienced (primers don't "smell"); no skilled labor is required for installation; and they can be installed in one ply. (It seems we haven't yet learned the value of base sheets and backer sheets for system redundancy.)

Nobody wants to talk about the truckloads of release paper to dispose of following installation of self-adhered roof membranes. Or the safety issues concerning the roof mechanic who has to pull the release paper off the roll while walking backward off the roof edge. Or the problem of compensating for a "curl" in a sheet induced during manufacture and the side lap eventually running to below minimum width. Or the fact that once a self-adhered membrane solidly is in place, there is no room for adjustment. Or the problems associated with end laps and "T" laps in the membrane. Or the fact that special surface preparation of substrates usually is necessary and all available substrates are not suitable for direct installation of self-adhered membranes.

There have been minimal advances in technology in the "oiled" SBS business, so the installation problems common to the first self-adhered roof membranes remain the principal challenges for applicators. The configuration of self-adhered sheets may have changed, and some (such as mineral granule- or metal foil-faced sheets) will be substantially more difficult to handle than the smooth Tedlar® or polyethylene film surface of the old GRM!

For instance, Dens Deck® Prime may provide a good substrate for self-adhered roof membranes because the top surface of the gypsum board is sealed with a proprietary coating and the glass fibers in the facer essentially are encapsulated in the coating. Even multiple coats of asphalt primer couldn't make the surface of regular Dens Deck suitable for installation of a self-adhered roof membrane because natural voids in the fiberglass mat facer would not allow uniform bonding of the self-adhered roof membrane to the primed, regular Dens Deck surface.

Perlite and some types of wood/cane fiber roof insulation will be challenging for contractors to provide suitable substrates for self-adhered bituminous roof membranes.

Polyisocyanurate foam roof insulation boards may be suitable substrates for self-adhered roof membranes depending on the boards' facer compositions. Some special preparation may be necessary with some polyisocyanurate foam roof insulation to be suitable substrates for self-adhered roof membranes. The key to this application will be the use of small (48- by 48-inch [1219- by 1219-mm]) boards and positive mechanical attachment of polyisocyanurate foam insulation substrate. Any upward "curling" of inadequately secured edges of the polyisocyanurate foam roof insulation will result in delamination of the self-adhered roof membrane making it susceptible to "peel" under high wind forces.

Base sheets

Now, let's talk about suitable base sheets. Virtually all fiberglass-reinforced base sheets are manufactured with sand parting agents. Sand becomes a parting agent when it is applied to a sheet during manufacture, and sand isn't smart enough to know that its role changes when the base sheet roll is set in place as an intended substrate for self-adhered roof membranes. Even polymer-modified asphalt base sheets will come with some type of

parting agent on their surfaces, which means some special attention must be paid to virtually all base sheets to make them suitable substrates for self-adhered roof membranes.

Mechanically fastened base sheets will be included as substrates for self-adhered roof membranes by any prudent manufacturer for applications over wood, cementitious wood fiber and/or lightweight insulating concrete roof decks. Therefore, a suitable preparation of included base sheets must be prescribed by roof membrane purveyors.

Laps

The Achilles heel of self-adhered roof membranes has been and will continue to be the formation of laps—both side and end. Neither Tedlar nor the surface polyethylene sheet on GRM provided good bonding surfaces—they were too "slick." It doesn't appear likely anyone will reintroduce polyethylene or Tedlar surfaces for the new lines of self-adhered roof membranes, but mineral granule and metal foil surfaces will present even greater challenges for applicators and/or manufacturers. Mineral granules and metal foil must be removed from end-lap or flashing-lap areas to allow a bitumen-to-bitumen bond. Even if manufacturers are able to provide rolls with selvage ends, there still will be times when rolls are cut and a selvage end goes in one direction or another.

EPDM suppliers have developed (after one or two dismal generations) self-adhered seam tapes that have performed admirably for many years. But priming of the mated surfaces is a critical step in the success of seam tapes. It may well be that the current line of self-adhered bituminous roof membranes will require some special treatment at side laps and end laps to ensure satisfactory long-term lap performance.

End-lap formation will be the major challenge during application of a self-adhered roof membrane system because the adjacent rolls overlap each other and form a mass, or pile, of polymer-modified asphalt membrane. The thicker the membrane, the greater the challenge in sealing the end-lap junctures because the thicker sheets will "bridge" and not conform readily at the end-lap junctures. Additional system sealants may be required at "T" laps. Staggering end laps will be essential in the application process.

Other issues

And how might the current self-adhered bituminous roof membrane systems fare under wind uplift? That will depend on the integrity of the substrate over which a roof membrane is installed, appropriate preparation of the substrate and how well the self-adhered membrane can bond to the substrate surface. In prior attempts to promote self-adhered bituminous roof membranes, heavy rollers were used to ensure as much adhesion as possible was acquired in the application process. It will be interesting to see how metal foil-faced, self-adhered bituminous roof membranes tolerate what may be necessary embedment techniques.

Flashing of self-adhered bituminous roof membrane systems also will present a challenge because a flashing membrane must be positively tied onto a roof membrane's surface. How well a tie-in performs depends on the surfacing and juncture treatment at the roof membrane surface.

A polymer-modified asphalt backer sheet could be installed and the self-adhered roof membrane could run continuously up vertical surfaces as a starter sheet at roof perimeters. But we still must address flashing membranes at roof penetrations, and varying flashing heights may make elimination of separate flashing sheets impossible. And what about treatment of interior and exterior flashing corners?

Outwardly, the self-adhered bituminous roof membrane system appears to be a simple concept. But selection of system components, selection and preparation of substrates, special provisions for formation of side laps and end laps, membrane flashing installation and juncture treatment make this outwardly simple system much more complex. Self-adhered bituminous sheets *will not* stick to just anything—even themselves in select instances.

It looks as if the learning curve for the manufacture and installation of self-adhered bituminous roof membrane systems is just beginning—again.

We continue to see blister-related problems when hot-applied roof membrane systems are installed over Dens Deck substrates. Remember, Dens Deck initially may contain acceptable quantities of moisture, but when stored under humid environmental conditions, Dens Deck may absorb enough ambient moisture to cause blistering of solidly adhered base sheets or ply sheets. Dens Deck is moisture-resistant, not moisture-proof. Perforated venting base sheets should be considered as the initial ply for hot-applied membrane roof systems installed over Dens Deck or other gypsum-type thermal barriers.

Dick Baxter is president of CRS Inc., Monroe, N.C.



Print page



E-mail page

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EXHIBIT 4:

**Letter from University of Nevada, Las Vegas
Mr. Nelson, Project Manager for the Thomas
& Mack Center**

THOMAS & MACK

It happens here!

November 1, 1995

Peter P. Pearson Sr.
P. O. Box 1170
Bandon, OR. 97411

Dear Peter:

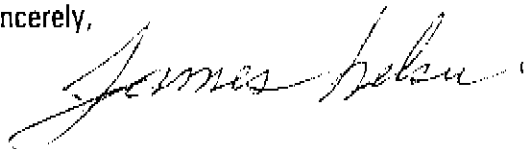
RE: PROJECT VERIFICATION.

In answer to your letter asking about the dates you worked here for W.R. Grace, I don't have the exact date you started, but this is what I do have.

1. July 2, 1991, UNLV's Purchasing Department wrote W.R. Grace to start the contract: Warranty Roof Work at the Thomas & Mack Center in Las Vegas, NV.
2. Work was started by W.R. Grace at the end of July of 1991.
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4. W.R. Grace sent a completed invoice# 265257 requesting payment on purchase order# 114773 Warranty Roof Repair at Thomas & Mack Center on October 25, 1991.

Should you have any more questions, please contact me at 895-4817.

Sincerely,



James Nelson
Maintenance/Project Manager
Thomas & Mack Center

UNIVERSITY OF NEVADA LAS VEGAS

Thomas & Mack Center • University of Nevada, Las Vegas
4505 Maryland Parkway • Box 450003 • Las Vegas, NV 89154-0003 •



THOMAS & MACK CENTER

4505 MARYLAND PARKWAY • LAS VEGAS, NEVADA 89154-0003
(702) 739-3761 • FAX (702) 739-1090

August 13, 1991

Mr. Ken Porter
W. R. Grace & Co.
4220 W. Glenrosa Ave.
P.O. Box 14279
Phoenix, AZ 85019

Dear Mr. Porter,

I would like to address the warranty work being done at the Thomas & Mack Center by W. R. Grace & Co.

Saturday, August 10, 1991, we experienced a heavy thunder storm here. Your roofing crew had six scupper drains left opened around the parapet wall. Also four roof drains had been sealed over so no water could drain out. The result of this caused flooding on the concourse, arena floor, equipment room, and the air handler rooms. I had to call in workers Sunday at 3:00 am to clean up the water. This work amounted to fourteen (14) man hours at thirteen (13) dollars per hour, which cost a total of \$182.00.

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Sincerely,

Jim Nelson
Maintenance/Project Manager

EXHIBIT 5:

Affidavit from Creditor, Peter P. Pearson

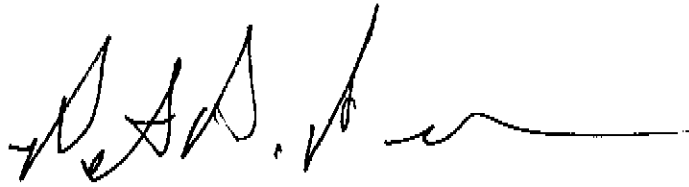
AFFIDAVIT

State of Arizona)
) §
County of Pima)

I, Peter P. Pearson, swear that the following information is true and correct to the best of my ability, under the penalty of perjury:

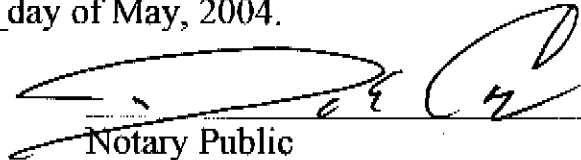
- 1.) I am the Creditor that is listed in this cause of action against the debtors, W.R. Grace.
- 2.) All the facts contained in the "Response to Debtors' Fifth Omnibus Objection" are correct and true, this under the penalty of perjury.
- 3.) I have suffered harm and damages as a direct result of the actions and/or inaction relating to the policies and procedures of the management for W.R. Grace in their handling of the Grace Roof Membrane product line.
- 4.) In the early part of 2002 I discovered, while researching the apparent unexplained medical problems I was suffering, that the chemicals I was exposed to as a result of working for W.R. Grace were to cause for these problems.
- 5.) I suffer from an unexplained acute severe pain in the joints of my hands caused by the exposure to the toxic chemicals that were a part of my employment with W.R. Grace.
- 6.) I have had skin cancer removed from my face and hands where Xylenc accidentally spilled on me while working for W.R. Grace.
- 7.) I was threatened, either directly and/or indirectly that I would lose my job if I raised any questions about safety concerns or medical problems that I was experiencing at the time.
- 8.) Several times while working for W.R. Grace I suffered sever head pains and unexplained skin rashes due to the chemicals I was being exposed to.
- 9.) As a direct result of the chemicals I was exposed to in an unsafe and unprotected manner, I now have diminished vision in both eyes.

10.) I am expected to suffer life-long medical and related health problems as a direct result of the chemical exposures I experienced while working for W.R. Grace.



Peter P. Pearson

Signed Before me this 17th day of May, 2004.


Notary Public

My Commission Expires:

